

IN THE UNITED STATES BANKRUPTCY COURT FOR
THE EASTERN DISTRICT OF PENNSYLVANIA

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|-------------|---|-----------------------|
| IN RE: |) | Case No. 19-18028-AMC |
| |) | |
| GARRY CORE, |) | Chapter 13 |
| Debtor |) | |
| |) | |

| | | |
|-----------------------------------|---|--|
| GARRY CORE, |) | |
| Movant |) | |
| |) | |
| v. |) | |
| |) | |
| CITIZENS BANK, N.A., successor by |) | |
| merger to CITIZENS BANK OF |) | |
| PENNSYLVANIA, |) | |
| Respondent. |) | |
| |) | |

STIPULATION TO MODIFY AND SUPPLEMENT
ORDER ON MOTION TO APPROVE COMPROMISE
UNDER RULE 9019 (DOC #74)

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

WHEREAS, on August 8, 2021, this Court entered an Order approving the Motion to Compromise under Rule 9019 (“Order”) between Citizens Bank N.A. (“Citizens”) and the Debtor.

WHEREAS the Order was necessary to effectuate the resolution of the Debtor’s Motion to Avoid a Judicial lien as it related the lien indicated in Citizens Proof of Claim Seven.

WHEREAS, the Order provided, inter alia, that:

1. As of the Petition date, Citizens was owed \$139,643.73 in connection with the Loan (the “Total Claim”).
2. In settlement of the Debtor’s Motion to Avoid Citizens Judicial Lien, it is agreed that the Total Claim shall be bifurcated into secured and unsecured components.

3. The secured component of the Total Claim shall afford Citizens an allowed secured claim in the amount of \$29,649.63 (the "Modified Secured Claim").
4. The unsecured component of the Bank's claim shall afford Citizens an allowed general unsecured claim, not entitled to priority, in the amount of \$109,994.10 (the "Unsecured Claim").

WHEREAS the parties desire to modify and supplement the Order, and agree that:

5. Of the total amount of the Modified Secured Claim, Debtor shall pay \$25,117.95 through the Chapter 13 Plan.
6. The remaining balance of the Modified Secured Claim, \$4,531.68, (the "Remaining Portion") will be repaid during the 16-month period following the bankruptcy.
7. The Debtor will pay the bank \$283.23 monthly towards the Remaining Portion. Said payments will be due on the first day of the month, beginning the month immediately following the Debtor's discharge.
8. After paying the Remaining Portion, the Claim referenced in Citizens' Proof of Claim Seven will be completely satisfied.
9. Within 30 days of the approval of this Stipulation, Debtor will move this Court to confirm a modified plan reflecting the changes indicated herein.
10. In the event of the conversion of this case to a case under any other Chapter of the Bankruptcy Code, or the dismissal of this case, this agreement shall be null, and void and the Bank shall be permitted to enforce its Judgment up to the full balance owed (after crediting any payments received under this settlement) and/or any other rights it may have under the Loan Documents or applicable law.

11. All other provisions of the Order, which are not in conflict with the above, shall remain in full force and effect.
12. The parties agree that a facsimile signature shall be considered an original signature.

Date: 7/15/2022

/s/ Brandon Perloff

Brandon J. Perloff
Attorney for Debtor

Date: 7/15/2022

/s/ John O'Keefe, Jr.

John R. O'Keefe, Jr.,
Attorney for Citizens Bank, N.A.

Date: 7/28/2022

/s/ Jack Miller*

Jack Miller, Esquire
for Kenneth E. West
Chapter 13, Trustee

**No objection to its terms,
without prejudice to any of our
rights and remedies*

Approved by the Court this _____ day of _____, 2022.

Date: _____

Date: August 22, 2022



Ashely M. Chan
U.S. Bankruptcy Judge